

Nautilus Insurance Company®

An Arizona Corporation

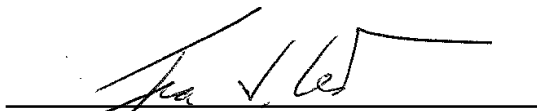

COMMERCIAL EXCESS LIABILITY POLICY

THIS POLICY IS NOT OBTAINED PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

THIS POLICY CONSISTS OF:

- Declarations;
- Commercial Excess Liability Policy Form;
- Schedule of Underlying Insurance; and
- Applicable Forms and Endorsements

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.


Secretary
President and CEO

Administrative Office:
7233 East Butherus Drive, Scottsdale, Arizona 85260
(480) 951-0905

Nautilus Insurance Company®

An Arizona Stock Corporation

COMMERCIAL EXCESS LIABILITY DECLARATIONS

Policy Number: AN090732

Renewal/Rewrite of:

Named Insured and Mailing Address
CC Clarkston LLC; Clarkston Apts.
131 Soundview Lane
New Canaan, CT 06840

Producer's Name and Mailing Address
CRC NEW ORLEANS
3300 W. Esplanade Ave.
Suite 600
Metairie, LA 70002

POLICY PERIOD: From 07/29/2020 to 06/12/2021 At 12:01 A.M. Standard Time at your mailing address shown above

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,
WE AGREE TO PROVIDE YOU WITH THE INSURANCE AS STATED IN THIS POLICY.

THE NAMED INSURED IS: ☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture ☐ Other
☐ Trust ☒ Limited Liability Company

Item I: Limits of Insurance:
Each Occurrence Limit \$ 1,000,000
Aggregate Limit \$ 1,000,000

Item II: Premium:
Deposit Premium \$ 8,462.00
Terrorism Premium \$ 0.00
Total Premium \$ 8,462.00

Item III: Minimum Retained Premium:
If the insured cancels this policy, we will retain no less than \$250 or 25% of the Total Premium, whichever is greater.

Item IV: Forms attached at inception:
See Schedule of Forms EU 00 05

Authorized Representative

POLICY NUMBER: AN090732

COMMERCIAL EXCESS LIABILITY

SCHEDULE OF UNDERLYING INSURANCE

This Schedule of "underlying insurance" is incorporated into and made part of the Declarations to which it is attached.

The following "underlying insurance" is in force and collectible for the limits of insurance shown.

Commercial General Liability (1)

Company: Nautilus Insurance Company,
NN1142518

Policy Period: From: 6/12/2020 To: 6/12/2021

Coverage: Occurrence

Limits of Insurance

| | | |
|---|----|--|
| Each Occurrence | \$ | 1,000,000 |
| General Aggregate | \$ | 2,000,000 |
| Products-Completed Operations Aggregate | \$ | Included |
| Personal And Advertising Injury | \$ | 1,000,000 Any one person or organization |

SCHEDULE OF FORMS**Named Insured:** CC Clarkston LLC; Clarkston Apts.**Policy No.:** AN090732

| FORM NUMBER | | TITLE |
|--------------------|---------|---|
| JNE0944 | (01/19) | NIC Commercial Excess Liability Policy Jacket |
| DNE2110 | (01/19) | Nautilus Excess Liability Policy Declarations |
| DE2510 | (01/19) | Schedule Of Underlying Insurance |
| EU0005 | (10/14) | Schedule of Forms |
| NE0031 | (01/19) | Commercial Excess Liability Policy |
| E906 | (01/16) | Service of Suit |
| E915 | (07/13) | U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders |
| E919 | (01/20) | Privacy Notice |
| NE0062 | (01/19) | Exclusion - Employee Benefits Liability |
| NE0072 | (01/19) | Exclusion - All Autos |
| NE0074 | (01/19) | Exclusion - Employer's Liability |
| NE0076 | (01/20) | Exclusion - Assault or Battery |
| NE0082 | (01/19) | Exclusion of Certified Acts of Terrorism |
| NE0084 | (01/19) | Limitation of Coverage to Designated Premises or Project |
| NE0091 | (01/19) | Exclusion - Communicable Disease |
| NE0092 | (01/19) | Exclusion - Contagious, Infectious or Transmissible Disease |
| NE0093 | (01/19) | Exclusion - Toxic Metals |
| NE0095 | (01/19) | Exclusion - Access or Disclosure of Confidential or Personal Information |
| NE0100 | (01/19) | Exclusion - Unmanned Aircraft |
| NE0101 | (01/19) | Exclusion - Professional Services |
| NE0133 | (12/19) | Exclusion - Weapons |

COMMERCIAL EXCESS LIABILITY POLICY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under the "underlying insurance".

Other words and phrases that appear in quotation marks in this policy have special meaning. Refer to Section **IV** – Definitions. Other words and phrases that are not defined under this policy but defined in the "underlying insurance" will have the meaning described in the policy of "underlying insurance".

The insurance provided under this policy will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this policy will apply. However, the coverage provided under this policy will not be broader than that provided by the applicable "underlying insurance".

There may be more than one "underlying insurance" policy listed in the Schedule of "underlying insurance" and provisions in those policies conflict, and which are not superseded by the provisions of this policy. In such a case, the provisions, exclusions and limitations of the "underlying insurance" applicable to the particular "event" for which a claim is made or suit is brought will apply.

SECTION I – COVERAGES

1. Insuring Agreement

- a. We will pay the "ultimate net loss" in excess of the limits shown in the Schedule of "underlying insurance" because of "injury or damage" to which this insurance applies, provided that the "underlying insurance" also applies, or would apply but for the exhaustion of its applicable limits of insurance.

We will have the right and duty to defend the insured against any suit seeking damages for such "injury or damage" when the applicable limits of "underlying insurance" have been exhausted in accordance with the provisions of such "underlying insurance" by actual payment of the "underlying insurance" limits. An offer to pay or a tender of limits of "underlying insurance" are not considered to be exhaustion of such "underlying insurance" limits.

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for "injury or damage".

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply.

But:

- (1) The amount we will pay for "ultimate net loss" is limited as described in Section **II** – Limits Of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this policy. However, if the policy of "underlying insurance" specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this policy.
- b. This insurance applies to "injury or damage" that is subject to the applicable Limits Of Insurance shown on the Schedule of "underlying insurance". If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "injury or damage" arising out of that coverage.

- c. If the "underlying insurance" requires, for a particular claim, that the "injury or damage" occur during its policy period in order for that coverage to apply, then this insurance will only apply to that "injury or damage" if it occurs during the policy period of this policy. If the "underlying insurance" requires that the "event" causing the particular "injury or damage" takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the "event" causing that "injury or damage" takes place during the policy period of this policy.
- d. Any additional insured under any policy of "underlying insurance" will automatically be an additional insured under this insurance. If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any "underlying insurance".

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".

2. Exclusions

The following exclusions, and any other exclusions added by endorsement, apply to this policy. In addition, the exclusions applicable to any "underlying insurance" apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this policy.

Insurance provided under this policy does not apply to:

a. Asbestos

- (1) "Injury or damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, asbestos or products containing asbestos.
- (2) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, asbestos or products containing asbestos, by any insured or by any other person or entity.
- (3) The cost or expense of compliance with any law or regulation regarding asbestos or products containing asbestos.
- (4) Any obligation to share damages with or repay someone else in connection with (1), (2), or (3) of this exclusion.

b. Auto

Any loss, cost or expense payable under or resulting from any of the following auto coverages:

- (1) First-party physical damage coverage;
- (2) No-fault coverage;
- (3) Personal injury protection or auto medical payments coverage; or
- (4) Uninsured or underinsured motorists' coverage.

c. Employee Retirement Income Security Act (ERISA)

Any obligation of the insured under the Employee Retirement Income Security Act of 1974 (ERISA), and any amendments thereto or any similar federal, state or local statute.

d. Employment-Related Practices

"Injury or damage" to:

- (1) A person arising out of and in the course of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or malicious prosecution directed at that person.

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "injury or damage" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies whether the injury-causing event described in Paragraph (a), (b) or (c) above occurs before employment, during employment or after employment of that person.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

e. Fungi Or Bacteria

- (1) "Injury or damage" which would not have occurred, in whole or in part, but for actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such "injury or damage".
- (2) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- (3) The cost or expense of compliance with any law or regulation regarding "fungi" or bacteria.
- (4) Any obligation to share damages with or repay someone else in connection with (1), (2) or (3) of this exclusion.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

f. Lead

- (1) "Injury or damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, lead or products containing lead.
- (2) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, lead or products containing lead, by any insured or by any other person or entity.
- (3) The cost or expense of compliance with any law or regulation regarding lead or products containing lead.
- (4) Any obligation to share damages with or repay someone else in connection with (1), (2), or (3) of this exclusion.

g. Medical Payments

Medical payments coverage or expenses that are provided without regard to fault, whether or not provided by the applicable "underlying insurance".

h. Named Insured Versus Named Insured

Any "injury or damage" for which any Named Insured or its employees is legally liable and costs or expenses of any Named Insured or its employees arising out of, caused, or contributed to by any "injury or damage" claimed by any other Named Insured or its employees.

i. Nuclear Energy Liability

- (1) Under any Liability Coverage, to "injury or damage":
 - (a) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

- (i) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (ii) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- (2) Under any Liability Coverage, to "injury or damage" resulting from "hazardous properties" of "nuclear material", if:
- (a) The "nuclear material":
 - (i) Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or
 - (ii) Has been discharged or dispersed therefrom;
 - (b) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or
 - (c) The "injury or damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (c) applies only to property damage to such "nuclear facility" and any property thereat.
- (3) As used in this exclusion:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material:

- (a) Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and
- (b) Resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for:
 - (i) Separating the isotopes of uranium or plutonium;
 - (ii) Processing or utilizing "spent fuel"; or
 - (iii) Handling, processing or packaging "waste";
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Injury or damage" includes all forms of radioactive contamination of property.

j. Pollution

- (1) "Injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release, or escape of pollutants at any time; or
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants;
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants; or
 - (c) Requirements by Environmental Protection Agency (EPA) 40 CFR Parts 280 and 281 for underground storage tanks, Comprehensive Environmental Response Compensation and Liability Act (CERCLA) or any similar State or Federal environmental act(s).

k. Recording And Distribution Of Material Or Information In Violation Of Law

"Injury or damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

l. Silica

- (1) "Injury or damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- (2) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- (3) The cost or expense of compliance with any law or regulation regarding "silica" or "silica-related dust".
- (4) Any obligation to share damages with or repay someone else in connection with (1), (2), or (3) of this exclusion.

m. Sublimited Coverage

"Injury or damage" arising out of any coverage that is subject to a limit of insurance that is less than the limit for "underlying insurance" shown in the Schedule of "underlying insurance".

n. War

"Injury or damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion, or revolution.

o. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

SECTION II – LIMITS OF INSURANCE

1. The Limits Of Insurance shown in the Declarations, and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or suits brought, or number of vehicles involved;
 - c. Persons or organizations making claims or bringing suits; or
 - d. Limits available under any "underlying insurance".
2. The Limits Of Insurance of this policy will apply as follows:
 - a. This insurance only applies in excess of the limits shown in the Schedule of "underlying insurance".
 - b. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss", for all "injury or damage" covered under this policy.

However, this Aggregate Limit only applies to "injury or damage" that is subject to an aggregate limit of insurance under the "underlying insurance".
 - c. Subject to Paragraph 2.b. above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "event".
 - d. If the Limits Of Insurance of the "underlying insurance" are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits Of Insurance in the same manner.
3. If any "underlying insurance" has a policy period that is different from the policy period of this policy then, for the purposes of this insurance, the limits shown in the Schedule of "underlying insurance" will only be reduced or exhausted by payments made for "injury or damage" covered under this insurance.

The Aggregate Limit of this policy applies separately to each consecutive annual period of this policy and to any remaining period of this policy of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

SECTION III – CONDITIONS

The following conditions apply. In addition, the conditions applicable to any "underlying insurance" are also applicable to the coverage provided under this insurance unless superseded by the following conditions.

1. Appeals

If the "underlying insurance" carrier(s) or insured elects not to appeal a judgment in excess of the amount of the limits shown in the Schedule of "underlying insurance", we may do so at our own expense. If we elect to appeal we may also pay for:

- a. Taxable court costs;
- b. Pre- and post-judgment interest; and
- c. Disbursements associated with such appeal.

In no event will this provision increase our liability beyond the applicable Limits Of Insurance described in Section II – Limits Of Insurance.

2. Bankruptcy**a. Bankruptcy Of Insured**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

b. Bankruptcy Of Underlying Insurer

Bankruptcy or insolvency of the "underlying insurance" carrier(s) will not relieve us of our obligations under this policy.

However, insurance provided under this policy will not replace any "underlying insurance" in the event of:

- a. Bankruptcy or insolvency of the insured; or
- b. Its "underlying insurance" carrier(s).

The insurance provided under this policy will apply as if the "underlying insurance" were in full effect and recoverable.

3. Duties In The Event Of An Event, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "event", regardless of the amount, which may result in a claim under this insurance. To the extent possible, notice should include:

- (1) How, when and where the "event" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any "injury or damage" arising out of the "event".

- b. If a claim is made or suit is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or suit and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or suit as soon as practicable.

- c. You and any other insured involved must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury or damage" to which this insurance may also apply.

- d. No insured will, except at that insured's own cost:

- (1) Voluntarily make a payment;
- (2) Assume any obligation; or
- (3) Incur any expense, other than for first aid;

without our consent.

4. First Named Insured Duties

The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for:

- a. Giving and receiving of notice of cancellation; or
- b. The receipt of any return premium that may become payable.

At our request, the first Named Insured will furnish us, as soon as practicable, with:

- a. A complete copy of any "underlying insurance"; and
- b. Any subsequently issued endorsements or policies which may in any way affect the insurance provided under this policy.

5. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

6. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized by all other insureds to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement.

7. Maintenance Of/Changes To Underlying Insurance

Any "underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such "underlying insurance" that results from "injury or damage" to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "underlying insurance". Failure to maintain "underlying insurance" will not invalidate insurance provided under this policy, but insurance provided under this policy will apply as if the "underlying insurance" were in full effect.

The first Named Insured must notify us in writing, as soon as practicable, if:

- a. Any "underlying insurance" is:
 - (1) Cancelled;
 - (2) Not renewed;
 - (3) Replaced; or
 - (4) Otherwise terminated; or
- b. The limits or scope of coverage of any "underlying insurance" is changed.

8. Other Insurance

- a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This insurance is also excess over any other insurance available to an additional insured.

This condition will not apply to insurance specifically written as excess over this policy.

When this insurance is excess, if no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this policy; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

9. Premium Audit

- a. We will compute all premiums for this policy in accordance with our rules and rates.
- b. If this policy is auditable, the premium shown in this policy is a deposit premium only. At the close of each audit period, we will:

- (1) Compute the earned premium for that period; and
- (2) Send notice to the first Named Insured.

The due date for audit premium is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured, but not if such audit premium is less than the Minimum Premium shown in the Declarations.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

10. Loss Payable

Liability under this policy does not apply to a given claim unless and until:

- a. The insured or insured's "underlying insurance" carrier(s) has become obligated to pay the limits shown in the Schedule of "underlying insurance"; and
- b. The obligation of the insured to pay the "ultimate net loss" in excess of the limits shown in the Schedule of "underlying insurance" has been determined by a:

- (1) Final settlement or judgment; or
- (2) Written agreement;

among the insured, claimant, "underlying insurance" carrier(s) (or a representative of one or more of these) and us.

11. Legal Action Against Us

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that:

- a. Are not payable under the terms of this policy; or
- b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured, "underlying insurance" carrier(s) and the claimant or the claimant's legal representative.

12. Transfer Of Defense

a. Defense Transferred To Us

When the limits of "underlying insurance" have been exhausted in accordance with the provisions of "underlying insurance", we may elect to have the defense transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "underlying insurance" had the applicable limit not been exhausted.

b. Defense Transferred By Us

When our Limits Of Insurance have been exhausted, our duty to provide a defense will cease.

We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this policy of any outstanding claims or suits seeking damages:

- (1) To which this insurance applies; and
- (2) Which would have been covered by the "underlying insurance" had the applicable limit not been exhausted.

In the event that there is no insurance written as excess over this policy, we will cooperate in the transfer of control to the insured and its designated representative.

13. No Duty To Notify If We Do Not Renew

If we decide not to renew this policy, we are under no obligation to mail or deliver notice of nonrenewal to any insured.

SECTION IV – DEFINITIONS

The definitions applicable to any "underlying insurance" also apply to this insurance. In addition, the following definitions apply.

1. "Event" means an occurrence, offense, accident, act, or other event, to which the applicable "underlying insurance" applies.
2. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, wet or dry rot, scents or byproducts produced or released by fungi.
3. "Injury or damage" means any injury or damage, covered in the applicable "underlying insurance" arising from an "event".
4. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
5. "Silica-related dust" means a mixture or combination of silica and other dust or particles.
6. "Ultimate net loss" means the total sum, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:
 - a. Settlements, judgments, binding arbitration; or
 - b. Other binding alternate dispute resolution proceeding entered into with our consent."Ultimate net loss" includes defense expenses if the "underlying insurance" specifies that limits are reduced by defense expenses.
7. "Underlying insurance" means any policy of insurance or self-insurance listed in the Schedule of "underlying insurance". Claims-made policies or endorsements will not be considered as "underlying insurance".

SERVICE OF SUIT

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other Officer specified for that purpose in the Statute, or his/her successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of you or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the below named as the person to whom the said Officer is authorized to mail such process or a true copy thereof.

It is further agreed that service of process in such suit may be made upon Janet Shemanske, or her nominee of the Company at 7233 East Butherus Drive, Scottsdale, Arizona 85260, and that in any suit instituted against the Company upon this policy, it will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. Nothing herein shall constitute a selection or designation of forum, or a waiver of any of the Company's rights to select a forum or court, including any of the federal courts of the United States.

**U.S. TREASURY DEPARTMENT'S
OFFICE OF FOREIGN ASSETS CONTROL (OFAC)
ADVISORY NOTICE TO POLICYHOLDERS**

PLEASE READ THIS NOTICE CAREFULLY.

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of national emergency. OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations and narcotics traffickers as Specially Designated Nationals. This list can be located on the United States Treasury's web site: <http://www.treasury.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments or premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

PRIVACY NOTICE

W. R. Berkley Corporation Notice of Privacy Policies

For additional information about our Privacy Policies and how we collect, use, and share personal information, and to make a consumer request, please see our online Privacy Policy at: <https://www.berkley.com/privacy>.

If you would like to receive a paper copy of this Notice and/or our Privacy Policies, please contact us at either nic_regulatory@nautilus-ins.com or 480-509-6627.

Notice of Personal Information Collected (Pursuant to the California Consumer Privacy Act (CCPA))

This notice applies only to information received and collected by W. R. Berkley Corporation (“Berkley”), its affiliates and subsidiaries from residents of the state of California.

In this notice, when we refer to “we”, “us” or “our”, it means Nautilus Insurance Group or one or more other operating units of W. R. Berkley Corporation (“Berkley operating units”).

When we refer to “you” and “your” in this notice, we mean a resident of the state of California whose personal information we may collect. More information about W. R. Berkley Corporation and Berkley operating units can be found on <https://www.berkley.com/our-business/operating-units>.

Below is a table showing the categories of personal information that one or more of the Berkley operating units collect in the course of performing insurance services and how it is used. Not every Berkley operating unit collects every category of personal information or uses it in all the ways listed below.

[continued on next page]

| Personal Information Category | How it is Used |
|--|--|
| <p>Identifiers (such as name, address, social security #, driver's license #, etc.)</p> <p>Other Sensitive Information under California Law (Examples: physical description, financial information, medical information, etc.)</p> <p>Characteristics of protected classifications under California or federal law (Examples: race, sex, color, religion, national origin, marital status, etc.)</p> <p>Biometric information (Examples: fingerprints, keystroke patterns, gait patterns, sleep/health data, etc.)</p> <p>Geolocation Data (Information to identify physical location)</p> <p>Audio, electronic, visual, thermal, olfactory, or similar information. (Examples: audio and video recordings)</p> <p>Professional or employment-related information. (Example: job history)</p> <p>Education information (information not publicly available as defined under federal law)</p> | <p>To perform insurance services for policyholders/beneficiaries/claimants; maintain and improve quality of services; security; prevent fraud and improper use; internal research; identify and repair errors; comply with laws and regulations.</p> |
| <p>Commercial information (Examples: records of personal property, products, and services purchased or obtained, etc.)</p> | <p>To perform insurance services for policyholders/beneficiaries/claimants; security; prevent fraud and improper use; internal research; collections; comply with laws and regulations.</p> |
| <p>Internet or other electronic network activity information (Examples: browsing/search history, visitor's interaction with a website, etc.)</p> | <p>To perform insurance services for policyholders/beneficiaries/claimants; maintain and improve quality of services; security; prevent fraud and improper use; internal research; identify and repair errors; comply with laws and regulations.</p> |
| <p>Inferences drawn from any of the other categories of information. (use of any of the above categories to create a profile about a consumer)</p> | <p>To perform insurance services for policyholders/beneficiaries/claimants; maintain and improve quality of services; security; prevent fraud and improper use; internal research; identify and repair errors; comply with laws and regulations.</p> |

This notice was updated on January 8, 2020

COMMERCIAL EXCESS LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EMPLOYEE BENEFITS LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

The following exclusion is **added** to Paragraph 2. **Exclusions** of **SECTION I – COVERAGES**:

2. Exclusions

Insurance provided under this policy does not apply to any act, error or omission of any insured or of any other person committed in the "administration" of an "employee benefit program".

As used in this exclusion:

a. "Administration" includes but is not limited to:

- (1) Providing information to employees, including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- (2) Handling records in connection with the "employee benefit program"; or
- (3) Effecting, continuing or terminating any employee's participation in any benefit included in the "employee benefit program".

b. "Employee benefit program" means a program providing some or all of the following benefits to employees:

- (1) Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts;
- (2) Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans;
- (3) Unemployment insurance, social security benefits, workers' compensation and disability benefits;
- (4) Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
- (5) Any other similar benefits.

All other terms and conditions remain unchanged.

COMMERCIAL EXCESS LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ALL AUTOS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

The following exclusion is **added** to Paragraph 2. **Exclusions** of **SECTION I – COVERAGES**:

2. Exclusions

Insurance provided under this policy does not apply to “injury or damage” arising out of the ownership, maintenance, use, loading or unloading of any auto.

All other terms and conditions remain unchanged.

COMMERCIAL EXCESS LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EMPLOYER'S LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

The following exclusion is **added** to Paragraph 2. **Exclusions** of **SECTION I – COVERAGES**:

2. Exclusions

Insurance provided under this policy does not apply to bodily injury, sickness, disease, disability or shock, including death resulting therefrom, to:

- a. An employee of the insured arising out of and in the course of:
 - (1) Employment by the insured; or
 - (2) Performing duties related to the conduct of the insured's business; or
- b. The spouse, child, parent, brother or sister of that employee; or any other person; as a consequence of Paragraph a. above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

To the extent coverage is provided by "underlying insurance" for liability assumed by the insured under an insured contract, this exclusion does not apply to liability assumed by an insured.

All other terms and conditions remain unchanged.

COMMERCIAL EXCESS LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ASSAULT OR BATTERY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

A. The following exclusion is **added** to Paragraph 2. **Exclusions** of **SECTION I – COVERAGES**:

2. Exclusions

- a. Insurance provided under this policy does not apply to “injury or damage” arising out of any actual or alleged:
- (1) “Assault” or “battery” caused, directly or indirectly, by you, any insured, any person, any entity, or by any means whatsoever; or
 - (2) Failure to suppress or prevent “assault” or “battery” by you, any insured, any person, any entity, or by any means whatsoever; or
 - (3) Failure to provide an environment secure from “assault” or “battery”; or
 - (4) Failure to warn of the dangers of the environment which could contribute to “assault” or “battery”; or
 - (5) Use of any force to protect persons or property whether or not the “injury or damage” was intended from the standpoint of you, any insured, or any person, or committed by or at the direction of you, any insured or any person; or
 - (6) Failure to render or secure medical treatment or care following any “assault” or “battery”; or
 - (7) Death, including any allegations of wrongful death, arising out of items (1) through (6) listed above.

This exclusion applies:

- (1) Whether or not such “injury or damage” occurred at any premises owned or occupied by any insured;
- (2) To all causes of action arising out of any “assault” or “battery” including, but not limited to, allegations of negligent hiring, placement, training, or supervision, or to any act, error, or omission relating to such an “assault” or “battery”;
- (3) To any “injury or damage” alleged to have occurred to any other person, firm or organization asserting rights derived from, contingent upon, or arising out of an “assault” or “battery”; and specifically excludes “injury or damage” alleging:
 - (a) Emotional distress or for loss of society, services, consortium, or income; or
 - (b) Reimbursement for expenses, including but not limited to, medical expenses, hospital expenses, or wages, paid or incurred, by such other person, firm or organization; or
- (4) Any obligation to share damages with or repay someone who must pay damages because of the “injury or damage”.

B. We will have no duty to defend or indemnify any insured in any action or proceeding alleging “injury or damage” arising out of any “assault” or “battery”.

C. The following definitions are **added** to **SECTION IV – DEFINITIONS**:

1. “Assault” includes but is not limited to assault, sexual assault, physical, written or oral abuse, sexual abuse, human or sex trafficking, intimidation, or any threatened harmful or offensive contact between two or more

persons creating an apprehension in another of immediate or imminent harmful or offensive contact; or an attempt to commit a "battery".

2. "Battery" includes but is not limited to physical abuse, battery, sexual abuse, sexual battery, sexual molestation, hazing, physical altercation; or any harmful or offensive contact to any person, whether direct or indirect.

All other terms and conditions remain unchanged.

COMMERCIAL EXCESS LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

Any endorsement addressing acts of terrorism (however defined) in any "underlying insurance" does not apply to this excess insurance. The following provisions addressing acts of terrorism apply with respect to this excess insurance:

A. The following exclusion is **added** to Paragraph 2. **Exclusions** of **SECTION I – COVERAGES**:

2. Exclusions

Insurance provided under this policy does not apply to:

"Injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definition is **added** to **SECTION IV - DEFINITIONS**:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for "injury or damage" that is otherwise excluded under this policy.

All other terms and conditions remain unchanged.

Policy Number: AN090732

COMMERCIAL EXCESS LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITATION OF COVERAGE TO DESIGNATED
PREMISES OR PROJECT**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

SCHEDULE

Description of Designated Premises or Project:

3629 Montreal Creek Circle, Clarkston, GA 30021

The following is **added** to Paragraph 1. **Insuring Agreement** of **SECTION I –COVERAGES**:

- e. This insurance applies to “injury or damage”, other than personal and advertising injury, only if the “injury or damage”:
 - (1) Occurs on the premises shown in the Schedule of this endorsement; or
 - (2) Arises out of the project shown in the Schedule of this endorsement.
- f. With respect to any “injury or damage” that is personal and advertising injury, this insurance applies but only if the personal and advertising injury is caused by an offense arising out of your business:
 - (1) Performed on the premises shown in the Schedule of this endorsement; or
 - (2) In connection with the project shown in the Schedule of this endorsement.

However, with respect to Paragraph 1.f.(1) of this Insuring Agreement, if the applicable "underlying insurance" provides coverage for personal and advertising injury caused by:

- (1) False arrest, detention or imprisonment; or
- (2) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

then such offense must arise out of your business performed on the premises shown in the Schedule of this endorsement and the offense must have been committed on the premises shown in the Schedule of this endorsement.

All other terms and conditions remain unchanged.

COMMERCIAL EXCESS LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – COMMUNICABLE DISEASE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

A. The following exclusion is **added** to Paragraph 2. **Exclusions** of **SECTION I – COVERAGES**:

2. Exclusions

- a. Insurance provided under this policy does not apply to "injury or damage" arising directly or indirectly from any actual or alleged "communicable disease".
- b. This exclusion applies regardless of whether such actual or alleged "injury or damage" is caused by any:
 - (1) Insured;
 - (2) Employee;
 - (3) Patron; or
 - (4) Any other person;whether or not such actual or alleged "injury or damage" occurred at any premises owned or occupied by any insured regardless of culpability or intent including, but not limited to:
 - (1) Allegations of negligent hiring, placement, training, or supervision;
 - (2) Any act, error or omission relating to negligent maintenance of premises where the insured allegedly knew or should have known that exposure to any "communicable disease" may occur; or
 - (3) Any act or omission in connection with the prevention or suppression of any action that may result in the contracting or transferring of any "communicable disease" including, but not limited to, the alleged failure to provide adequate security.
- c. This exclusion also applies to any:
 - (1) "Injury or damage" to any other person, firm or organization asserting rights derived from, contingent upon, or arising out of a "communicable disease" and specifically excludes:
 - (a) Emotional distress;
 - (b) Loss of society, services, consortium or income;
 - (c) Reimbursement for expenses including, but not limited to, medical expenses, hospital expenses, or wages, paid or incurred, by such other person, firm or organization; or
 - (d) Legal expenses, costs or fees associated with any "injury or damage".
 - (2) Obligation to share with or repay someone who must pay damages because of the "injury or damage".
 - (3) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, treat, or in any way respond to, or assess the effects of any "communicable disease"; or
 - (b) "Injury or damage" to any authority, governmental or otherwise, because of testing for, monitoring, treating, or in any way responding to, or assessing the effects of any "communicable disease".

- d. We will have no duty to defend or indemnify any insured in any action or proceeding alleging "injury or damage" arising out of any "communicable disease".
- B.** As respects this endorsement, the following definitions are **added** to **SECTION IV - DEFINITIONS**:
- 1. "Communicable disease" means a disease or condition contracted through direct or indirect contact with or exposure to any form of "infectious agent" generally spread or passed through physical contact with the epidermis or bodily fluids including, but not limited to, blood, saliva, or semen of an infected host.

"Communicable diseases" include, but are not limited to, Acquired Immune Deficiency Syndrome (AIDS), Ano-genital warts, Chancoid, Chlamydia, Garduerella Vaginitis, Genital Herpes Simplex, Gonorrhea, Human papilloma virus (HPV), Human Immunodeficiency Virus (HIV), Mycoplasma Genitalium, Non-gonococcal Cervicitis, Non-gonococcal Urethritis (NGU), Syphilis or Yeast Vaginitis.
 - 2. "Infectious agent" means any one or more pathogens such as, but not limited to, bacterium, fungus, marker, microbial agent, microorganism, organism, protozoa, virus, or any other source, variant or mutation thereof, capable of transmission by any means from any source to any other source that can potentially infect, contaminate, cause, contribute or lead to the development of a "communicable disease".

All other terms and conditions remain unchanged.

COMMERCIAL EXCESS LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONTAGIOUS, INFECTIOUS OR TRANSMISSIBLE DISEASE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

A. The following exclusion is **added** to Paragraph 2. **Exclusions** of **SECTION I –COVERAGES**:

2. Exclusions

- a.** Insurance provided under this policy does not apply to any “injury or damage” arising out of actual or alleged:
 - (1)** Direct or indirect contact with or exposure to any human, mammal, reptile, insect, bird, fish, parasite, or any sub-species thereof infected with or carrying any “infectious agent” that may result in the contracting or transferring of any “contagious, infectious or transmissible disease”;
 - (2)** Direct or indirect exposure to any “contagious, infectious or transmissible disease”; or
 - (3)** Use of, contact with, or exposure to, any product or object allegedly infected with, exposed to or contaminated by any “infectious agent” whether or not such product or object was handled, inspected, distributed, manufactured or processed by any insured or any other person.
- b.** This exclusion applies regardless of culpability or intent, including whether or not such “injury or damage” was caused by or arose out of:
 - (1)** Allegations of negligent hiring, placement, training, or supervision;
 - (2)** Any premises owned or occupied by, rented or leased to any insured;
 - (3)** Any act, error or omission relating to negligent maintenance of premises where the insured allegedly knew or should have known that exposure to any “infectious agent” may result in the contracting or transferring of any “contagious, infectious or transmissible disease”; or
 - (4)** Any act, error or omission relating to negligent handling, inspection, distribution, manufacturing or processing of any product or object where the insured allegedly knew or should have known that exposure to any “infectious agent” may result in the contracting or transferring of any “contagious, infectious or transmissible disease”.
- c.** This exclusion also applies to any:
 - (1)** “Injury or damage” alleged by any other person, firm or organization asserting rights derived from, contingent upon, or arising out of a “contagious, infectious or transmissible disease” and specifically excludes from coverage, “injury or damage” alleging:
 - (a)** Emotional distress;
 - (b)** Loss of society, services, consortium or income;
 - (c)** Reimbursement for expenses including, but not limited to, medical expenses, hospital expenses, or wages, paid or incurred, by such other person, firm or organization; or
 - (d)** Legal expenses, costs or fees associated with any “injury or damage”.
 - (2)** Obligation to share damages with or repay someone who must pay damages arising out of any “injury or damage”.
 - (3)** Any loss, cost or expense arising out of any:
 - (a)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any “contagious, infectious or transmissible disease”; or

(b) "Injury or damage" alleged by or on behalf of any authority, governmental or otherwise, because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of any "contagious, infectious or transmissible disease".

d. We will have no duty to defend or indemnify any insured in any action or proceeding alleging damages arising out of any "contagious, infectious or transmissible disease".

B. For the purpose of this endorsement, the following definitions are **added** to **SECTION IV - DEFINITIONS**:

1. "Contagious, infectious or transmissible disease" means a disease or condition caused by or arising out of direct or indirect contact with or exposure to any form of "infectious agent".

"Contagious, infectious or transmissible diseases" include, but are not limited to, Anthrax, Avian Influenza Viruses including all Influenza A viruses and H5N1 Influenza, Botulism, Bovine Spongiform Encephalopathy, Cat Scratch Fever, Cholera, Chronic Wasting Disease, Diphtheria, Dysentery, E. coli, Fifth Disease, Foot-and-Mouth Disease, Group A Streptococcal Disease, Group B Streptococcal Disease, Hantavirus Infections, Hepatitis A, Hepatitis B, Hepatitis C, Influenza, Legionellosis (Legionnaires' Disease or Pontiac Disease), Lyme Disease, Malaria, Meningitis, Necrotizing Fasciitis, New Variant Creutzfeldt-Jakob Disease, Pertussis, Pneumococcal Disease, Rabies, Ringworm, Rocky Mountain Spotted Fever, Scrapie, Shingles, Staphylococcus, Tetanus, Transmissible Spongiform Encephalopathy, Variant Creutzfeldt-Jakob Disease, West Nile Virus, Yellow Fever or Zoonoses.

2. "Infectious agent" means any one or more pathogens such as, but not limited to, bacterium, fungus, marker, microbial agent, microorganism, organism, protozoa, virus, or any other source, variant or mutation thereof, capable of transmission by any means from any source to any other source that can potentially infect, contaminate, cause, contribute or lead to the development of a "contagious, infectious or transmissible disease".

All other terms and conditions remain unchanged.

COMMERCIAL EXCESS LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – TOXIC METALS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

A. The following exclusion is **added** to Paragraph 2. **Exclusions** of **SECTION I –COVERAGES**:

2. Exclusions

Insurance provided under this policy does not apply to:

- a.** "Injury or damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "toxic metals".
- b.** Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "toxic metals", by any insured or by any other person or entity.
- c.** The cost or expense of compliance with any law or regulation regarding "toxic metals".
- d.** Any obligation to share damages with or repay someone else in connection with **a.**, **b.**, or **c.** of this exclusion.

B. The following definitions are **added** to **SECTION IV - DEFINITIONS**:

- 1.** "Toxic metals" are individual metals and metal compounds that negatively affect people's health. "Toxic metals" include, but are not limited to, arsenic, beryllium, "heavy metals", or hexavalent chromium.
- 2.** "Heavy metals" are a group of elements between copper and bismuth on the periodic table of the elements having specific gravities greater than 4.0. "Heavy metals" include, but are not limited to, cadmium, cobalt, copper, lead, manganese, mercury, molybdenum, strontium, vanadium, or zinc.

All other terms and conditions remain unchanged.

COMMERCIAL EXCESS LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

The following exclusion is **added** to Paragraph 2. **Exclusions** of **SECTION I –COVERAGES**:

2. Exclusions

Insurance provided under this policy does not apply to:

“Injury or damage” arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

All other terms and conditions remain unchanged.

COMMERCIAL EXCESS LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

A. The following exclusion is **added** to Paragraph 2. **Exclusions** of **SECTION I – COVERAGES**:

2. Exclusions

Insurance provided under this policy does not apply to:

“Injury or damage” arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an “unmanned aircraft”. Use includes operation and loading or unloading.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “event” which caused the “injury or damage” involved the ownership, maintenance, use or entrustment to others of any aircraft that is an “unmanned aircraft”.

As used in this exclusion, loading or unloading means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an “unmanned aircraft”;
- b. While it is in or on an “unmanned aircraft”; or
- c. While it is being moved from an “unmanned aircraft” to the place where it is finally delivered;

but loading or unloading does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the “unmanned aircraft”.

B. The following definition is **added** to **SECTION IV – DEFINITIONS**:

“Unmanned aircraft” means an aircraft that is not:

1. Designed;
2. Manufactured; or
3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

All other terms and conditions remain unchanged.

COMMERCIAL EXCESS LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

SCHEDULE

Designated Professional Services: **Professional services:**

- 1. Covered by “underlying insurance”; and**
- 2. Shown in the Schedule of “underlying insurance”**

The following exclusion is **added** to Paragraph **2. Exclusions** of **SECTION I –COVERAGES**:

2. Exclusions

Insurance provided under this policy does not apply to “injury or damage” arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- a.** Accounting, advertising or legal services;
- b.** Body piercing services;
- c.** Engineering services, including related supervisory or inspection services;
- d.** Financial planning, banking, investing, retirement planning or benefits advice, services or instruction, or stock, bond or fund brokering or trading services;
- e.** Handling, embalming, disposal, burial, cremation or disinterment of dead bodies;
- f.** Health or therapeutic service treatment, advice or instruction;
- g.** Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- h.** Insurance advice, sales or services;
- i.** Law enforcement or firefighting services;
- j.** Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
- k.** Optometry, optical, audiology or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- l.** Pastoral care, services, advice or instruction;
- m.** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- n.** Psychiatric, psychological, social work, or addiction counseling, treatment, advice or instruction;
- o.** Service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
- p.** Service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
- q.** Services in the practice of pharmacy;
- r.** Teaching or tutoring activities or services; and
- s.** Veterinary services, treatment, advice or instruction.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “event” which caused the “injury or damage” involved the rendering of or failure to render any professional service.

This exclusion does not apply to professional services shown in the Schedule above if valid “underlying insurance” exists or would have existed but for the exhaustion of “underlying limits” for such injury or damage.

All other terms and conditions remain unchanged.

COMMERCIAL EXCESS LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – WEAPONS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

A. The following exclusion is **added** to Paragraph **2. Exclusions** of **SECTION I – COVERAGES**:

2. Exclusions

Insurance provided under this policy does not apply to “injury or damage” arising out of any disposal, distribution, importation, maintenance, manufacture, marketing, ownership, packaging, repair, sale, storage, or use of any “weapon” by any person.

B. The following definition is **added** to **SECTION IV – DEFINITIONS**:

“Weapon” means any substance, material, device or instrument that may be used to hunt, fight, cause detriment, inflict harm, restrain, injure, wound or terminate any living being, or destroy, damage, or compromise real or personal property. Weapons include, but are not limited to:

1. Firearms as defined in the Gun Control Act, 18 USC § 921(a)(3), including any amendment thereto, including, but not limited to, any pistol, revolver, shotgun, rifle, machine gun; or
2. Disguised gun, antique gun, BB gun, paintball gun, pellet gun; or
3. Dagger, dirk, razor, stiletto, switchblade knife, gravity knife, metal knuckle knife, box cutter, cane sword, throwing star, throwing dart; or
4. Brass knuckles, sling shot, electronic dart gun, electroshock stun gun, blow-gun; or
5. Pepper spray or other noxious spray; or
6. Explosive powder, or incendiary material including, but not limited to, destructive devices or instruments.

All other terms and conditions remain unchanged.

EU 00 07 10 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**POLICY CHANGES**

Effective Date of Change: 07/29/2020

Change Endorsement No.: 1

Named Insured: CC Clarkston LLC; Clarkston Apartments

Policy Number: AN090732

The following Item(s):

| |
|--|
| Insured's Name |
| The First Named Insured is amended to read: CC Clarkston LLC; Clarkston Apartments |

The above amendments result in a change in the premium as follows:

| | | ADDITIONAL PREMIUM | RETURN PREMIUM |
|---|-----------|--------------------|----------------|
| X | NO CHANGE | \$ 0 | \$ 0 |

All other terms and conditions remain unchanged.

Issue Date: 10/13/2020

Policy Number: AN090732

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA POLICY

COMMERCIAL EXCESS LIABILITY POLICY

In consideration of the premium charged, it is hereby agreed that the NAMED INSURED as shown on the Declarations page of this policy is amended to read as follows:

CC Clarkston LLC; Clarkston Apartments

All other terms and conditions remain unchanged.

EU 00 07 10 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**POLICY CHANGES**

Effective Date of Change: 06/12/2021

Change Endorsement No.: 2

Named Insured: CC Clarkston LLC; Clarkston Apartments

Policy Number: AN090732

The following Item(s):

| |
|--|
| Effective/Expiration Date |
| The Expiration Date is amended to read: 06/15/2021 |

The above amendments result in a change in the premium as follows:

| | NO CHANGE | ADDITIONAL PREMIUM | RETURN PREMIUM |
|--|------------------|---------------------------|-----------------------|
| | | \$ 80 | \$ 0 |

All other terms and conditions remain unchanged.

Issue Date: 06/23/2021

EU 00 07 10 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**POLICY CHANGES**

Effective Date of Change: 06/12/2021

Change Endorsement No.: 3

Named Insured: CC Clarkston LLC; Clarkston Apartments

Policy Number: AN090732

The following Item(s):

| |
|--|
| Effective/Expiration Date |
| The Expiration Date is amended to read: 06/12/2021 |

The above amendments result in a change in the premium as follows:

| | NO CHANGE | ADDITIONAL PREMIUM | RETURN PREMIUM |
|--|------------------|---------------------------|-----------------------|
| | | \$ 0 | \$ -80 |

All other terms and conditions remain unchanged.

Issue Date: 03/07/2022